

IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

ROBERT TRENT JONES II, INC. and  
ROBERT TRENT JONES LICENSING  
GROUP, LLC

Plaintiffs,

v.

GFSI, INC. d/b/a GEAR FOR SPORTS,  
INC.

## Defendants.

Case No. 07-CV-04913-EDJ

**DECLARATION OF RICHARD E.  
LEVINE, ESQ. IN SUPPORT OF  
ADMINISTRATIVE MOTION TO FILE  
UNDER SEAL PURUSANT TO CIVIL  
LOCAL RULES 7-11 AND 79-5 IN  
CONNECTION WITH PLAINTIFFS'  
MOTION FOR PRELIMINARY  
INJUNCTION**

I, Richard E. Levine, Esq., declare:

1. I am counsel to plaintiffs herein and a member of the bar of this Court.
  2. In support of Plaintiffs' Administrative Motion to file the Declaration of Thomas meisl with attached exhibits under seal, I attach hereto a true and correct copy of an t of the License Agreement between the parties to this action. Such excerpt contains n 12.10 of the agreement, which requires that the parties "maintain in confidence all etary Information provided to each other . . ."

The above is true of my own first hand knowledge and, if called as a witness, I could and would competently testify thereto. I make this declaration under penalty of perjury on November 30, 2007, at San Francisco, California.

*Alfred L.*

Richard E. Levine, Esq.

**ROBERT TRENT JONES II LICENSING GROUP, LLC****INTELLECTUAL PROPERTY LICENSE AGREEMENT****TABLE OF CONTENTS****Name and Address of LICENSOR:**

**ROBERT TRENT JONES II  
LICENSING GROUP, LLC  
705 Forest Avenue  
Palo Alto, California 94301  
USA**

**Name and Address of LICENSEE:**

**GFSI, INC.  
D/B/A GEAR FOR SPORTS  
9700 Commerce Parkway  
Lenexa, Kansas 66219  
USA**

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Exhibit A: Licensed Rights

Exhibit B: Licensed Products

Exhibit C: Royalty Report Form

Exhibit D: Product Detail/Approval Form

Exhibit E: Marketing, Distribution, Financial and Quality Plan

12.10 RTJ2 and LICENSEE shall maintain in confidence all Proprietary Information provided to each other and both shall use same only for performing their obligations hereunder, and both shall, upon termination or expiration of this Agreement, return to each all Proprietary Information recorded on tangible medium. Proprietary Information means all information not

- (a) already in RTJ2's or LICENSEE's possession prior to its receipt from either party, *and/or*
- (b) now or hereafter available to the general public through no act or fault of RTJ2 or LICENSEE, *and/or*
- (c) rightfully disclosed to RTJ2 or LICENSEE by a third party without restriction on its use or disclosure.

12.11 LICENSEE shall use reasonable efforts to ensure that the Licensed Products do not infringe Intellectual Property Rights not owned by LICENSEE and shall notify RTJ2 of any claim by any third party involving infringement of third party Intellectual Property Rights for which the Licensed Products are the subject of such claims.